REMARKS

This paper is being filed in response to the Office Action mailed on November 23, 2010. Filed concurrently with this paper is a Request for Continued Examination and fee pursuant to 37 C.F.R. § 1.114.

STATUS OF THE CLAIMS

Claims 1, 3-13, and 16-30 are in the Application, of which claims 1, 16, and 29 are in independent form. Claims 2, 14, and 15 were previously canceled without prejudice or disclaimer. Claims 1, 16, and 29 are amended herein.

In the Office Action, claims 1 and 3-13 stand rejected under 35 U.S.C. § 112 ¶ 2 as purportedly being indefinite. Claims 1, 3-13, and 16-30 stand rejected under 35 U.S.C. § 102 as purportedly being anticipated by U.S. Patent Application Publication No. 2003/0093361 by Yoshida et al. ("Yoshida" hereafter).

The Applicants appreciate the Examiner's thorough examination of the Application and respectfully request reexamination and reconsideration of the claims in view of these amendments and remarks. With these amendments and remarks, the Applicants have addressed all of the issues raised in the Office Action. Therefore, the Applicants submit that the Application is in condition for allowance and respectfully request the same.

REJECTION CLAIMS 3 AND 29-30 UNDER 35 U.S.C. § 112 ¶ 2

The Office Action states:

> "As for independent claim 1, the first limitation recites 'recording a request for at least one service…' however, it is not clear whether 'a provider of the requested service' in the second step, and 'one or more potential providers of the requested service' in the fourth step are the same or different providers? If they are different, which one of the requested service is preferred back to the 'a request' of the first step?" Office Action pg. 2.

The Applicants respectfully submit that the claims are definite and are in conformance with 35 U.S.C. § 112 ¶ 2. The disclosure teaches a "quid pro quo" between an event owner and a provider of a service and/or asset for use at an event; the event owner benefits by receiving a requested service or asset at the event at a reduced fee, and the provider of the requested service or asset gets a sponsorship

opportunity at the event. *See* Application [0004]. The disclosure teaches providing a sponsorship offer specifying a requested service or asset and a corresponding sponsorship opportunity potential providers of the requested service or asset. Application [0025]; *also see* Fig. 1A step 120. However, only the selected provider of the requested service or asset (*e.g.*, the potential provider that accepts the sponsorship offer), actually provides the requested service or asset at the event and receives the benefits of the sponsorship opportunity. *See* Application [0029] and [0031]; *also see* Fig 1C step 152.

Claim 1 clearly recites these features. However, the Applicants have provided additional amendments to further clarify these features. Claim 1 recites:

> "sponsorship opportunities to be given to a selected provider of the requested service or tangible, non-monetary asset...
> "making the request and the associated sponsorship offer available to one or more potential providers of the requested service or tangible, non-monetary asset...
> "selecting the selected provider from the one or more potential providers of the requested service or tangible, non-monetary asset" Claim 1; emphasis added.

The Applicants respectfully submit that these features are clear and definite with respect to the relationship between the "selected provider" and the "one or more potential providers." The Applicants further submit that the amendments are clear with respect to whether the "provider of the requested service" is the same or different from the "one or more potential providers." *See* Office Action pg. 2. Specifically, the claims recite, "selecting the selected provider from the one or more potential providers..." These features are supported in the disclosure in at least paragraphs [0029] and [0031], and Figs. 1A-1C.

The Applicants note that claim 1 recites different terms for the "selected provider" and the "one or more potential providers;" since different terms are used, it is clear that these terms do not necessarily refer to the same thing. Furthermore, and as taught in the disclosure, the term "a selected provider" refers to the provider that is selected (*e.g.*, accepts the sponsorship offer) to provide the requested service or asset at the event, and the "potential providers" are providers that are given the chance to review and/or accept the offer. *See* Application [0025], [0029], and [0031]; *also see* Figs. 1A-1C.

Accordingly, claim 1 has no confusion or ambiguity in this regard and, as such, the Applicants respectfully submit that the claims are clear and distinct, and conform with 35 U.S.C. § 112 ¶ 2.

The Office Action further states:

> "if they ['a provider' and 'one or more potential providers'] are different, which one of the requested service is preferred back to the 'a request' of the first step?" Office Action pg. 2.

The Applicants respectfully submit that claim 1 provides a clear meaning for "a request." Claim 1 recites "a request" once in step 1, and refers to "the request" thereafter, providing a clear and consistent antecedent basis for this term. *See* claim 1. Therefore, and based on the well-established tenants of claim interpretation, claim 1 is definite with respect to "a request." Moreover, the Applicants submit that claim 1 is definite in that both the "a selected provider" and the "one or more potential providers" refer to the same request. *See* claim 1. Claim 1 and the specification are clear that the "potential providers" and the "selected provider" that is selected to provide the requested service or asset reference the same request; a "request" is made of the potential providers, and the potential provider that is selected (*e.g.,* accepts the request) provides the requested service or asset at the event. *See* Application [0025], [0029], and [0031]; *also see* Figs. 1A-1C. Since the "request" is used consistently in claim 1, and has a clear antecedent basis and meaning with respect to the "selected provider" and the "one or more potential providers," the Applicants respectfully submit that claim 1 conforms with 35 U.S.C. § 112 ¶ 2.

REJECTION OF CLAIMS 1, 3-13, AND 16-30 UNDER 35 U.S.C. § 102

The Applicants respectfully traverse the rejection of claims 1, 3-13, and 16-30 under 35 U.S.C. § 102. A claim is properly anticipated under 35 U.S.C. § 102 only if "each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131, *citing* Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628 at 631 (Fed. Cir. 1987); emphasis added. "The identical invention must be shown in as complete detail as is contained in the . . . claim." MPEP § 2131, *citing* Richardson v. Suzuki Motor Co., 868 F.2d 1226 at 1236

(Fed. Cir. 1989); emphasis added. Accordingly, all of the limitations must be arranged or combined in the same way as recited in the claim. Net MoneyIN Inc. v. VeriSign Inc., 88 USPQ2d 1751 (Fed. Cir. 2008).

Yoshida fails to disclose each and every element set forth in the claims as amended herein; Yoshida fails to disclose at least "...at least one...sponsorship opportunit[y] comprises branding a tangible item distributed to the event attendees," "providing for distributing the branded, tangible item to the event attendees," and/or "making the request and associated sponsorship offer available to one or more potential providers" as recited in the claims. *See* claims 1, 16, and 29.

YOSHIDA FAILS TO DISCLOSE A SPONSORSHIP OPPORTUNITY COMPRISING DISTRIBUTING BRANDED, TANGIBLE ITEMS TO THE EVENT ATTENDEES AS RECITED IN THE CLAIMS

The disclosure teaches exchanging sponsorship opportunities to defray the fulfillment cost of a service and/or tangible, non-monetary asset for use in an event; the event to be held at a venue and attended by a plurality of attendees. *See* Application Abstract, [0004], [0161]. The disclosure provides numerous examples of sponsorship opportunities tailored to such events, including opportunities to distribute branded, tangible items to the attendees. *See* Application Figs. 5A-5C; *also see* [0028]. The Applicants have amended the claims to further clarify these features; claim 1 recites:

> "receiving at a computing device, a sponsorship offer comprising two or more sponsorship opportunities ...wherein at least one of the two or more sponsorship opportunities comprises distributing branded, tangible items to the event attendees." Emphasis added; *also see* claim 29.

Claim 16 recites:

> "wherein at least one of the two or more sponsorship opportunities comprises an opportunity to distribute branded, tangible items to the event attendees" Emphasis added; *also see* claim 29.

By contrast, Yoshida discusses including sponsors of a video program in auxiliary programming data (or by including "branding" information in the program broadcast) . *See* Office Action pg. 4; *citing* Yoshida [0002], [0450]-[0451], [0454]-[0455], [0474]-[0475], and [0479]-[0480]. The Applicants do not believe that inclusion in

auxiliary data teaches or suggests, "distributing a branded, tangible item to the event attendees" and/or "distributing a branded, tangible item distributed to the event attendees" as recited in the claims. Moreover, since Yoshida deals with inclusion and/or depiction of information in a video program (*e.g.*, "auxiliary data"), the Applicants respectfully submit that Yoshida is precluded from disclosing "an opportunity to distribute branded, tangible items to the event attendees."

The Office Action construes these features as non-functional descriptive matter, alleging that these features have no tie to other claim steps and/or,

> "...because the 'request, sponsorship offer comprising sponsorship opportunities' information/data is only recorded, associated and making this type of information available to a user (provider).
>
> Therefore, the 'request' and 'sponsorship offer' information is given no patentable weight and does not need to be taught by the prior art." Office Action pgs. 5 and 7; citing MPEP § 2106.01; *also see* Office Action pgs. 12-13.

The Applicants have amended the claims to clarify these features. Claim 1 recites:

> "...allowing the selected provider to provide the requested service or tangible, non-monetary asset at the event; and
>
> providing for distributing the branded, tangible items to the event attendees." Emphasis added; *also see* claims 16 and 29.

The Applicants respectfully submit that these amendments "tie" the "event to be attended by a plurality of attendees," the requested "service or tangible, non-monetary asset," and the "branded, tangible items" to the other method steps. These features as supported in the disclosure by at least paragraph [0031], which teaches the event owner allowing the provider (*e.g.*, giving the provider permission and/or delegating authority to the selected provider) to provide the requested service or asset and/or to benefit from the sponsorship offer (*e.g.*, distribute the branded, tangible items). *See* Application [0031]. Therefore, these features are not descriptive material *per se*, but "impact the manipulative step/function" of the other features in the claims. *See* claims 1, 16, and 29. Therefore, the Applicants respectfully submit that these features are entitled to their full patentable weight.

YOSHIDA FAILS TO DISCLOSE PROVIDING FOR DISTRIBUTING BRANDED, TANGIBLE ITEMS TO EVENT ATTENDEES

As noted above, the Applicants have amended the claims to recite:

> "...wherein at least one of the two or more sponsorship opportunities comprises distributing branded, tangible items to the event attendees...
> providing for distributing the branded, tangible items to the event attendees." Claim 1; emphasis added; *also see* claims 16 and 29.

As noted above, Yoshida does not disclose sponsorship opportunities as recited in the claims. By contrast, Yoshida discusses inclusion in auxiliary data or other exposure on a television program. *See* Office Action pg. 12. Moreover, these features cannot be construed as non-functional descriptive material, since these features are more than mere "recording, associating, and making available." *See* Office Action pg. 13.

YOSHIDA FAILS TO DISCLOSE MAKING THE REQUEST AND SPONSORSHIP OFFER AVAILABLE TO ONE OR MORE POTENTIAL PROVIDERS AS RECITED IN THE CLAIMS

The disclosure teaches that an event owner may offer any number of different sponsorship opportunities to the provider of a service or tangible, non-monetary asset. ("The sponsorship offer can include an array of sponsorship opportunities (the variety or potential opportunities would be limited only by a marketer's imagination in the context of the event or event owner)..."). Application [0028]; emphasis added; *also see* Figures 5A-5C, which show numerous examples of different sponsorship opportunities. Since the disclosure contemplates a wide array of different sponsorship opportunities, the particular set of sponsorship opportunities offered in connection with a particular request are included in the "request and associated sponsorship offer" available to potential providers. *See* Figs. 1A-1C; *also see* Application [0022]-[0028]. The claims have been amended to clarify these features; claim 1 recites:

> "making the request and the associated sponsorship offer available to one or more potential providers...the request and associated sponsorship offer indicating each of the at least one service or tangible, non-monetary asset, the two or more sponsorship opportunities available at the event, and the portion of the cost of the at least one service or tangible, non-monetary asset to be

defrayed by the two or more sponsorship opportunities." Emphasis added; *also see* claims 16 and 29.

In contrast to the claims, and as discussed above, in Yoshida every sponsor appears to receive the same type of "opportunity," inclusion in "auxiliary data." Yoshida [0231]; *also see* [0234], [0236]. The Office Action purports that Yoshida discusses other types of "sponsorship," citing Figs. 20-21. The Applicants note, however, that Figures 20-21 depict a format for the auxiliary data, and Yoshida [0475]-[0476] states that the auxiliary data may be "recorded" according to the content of a program. The discussion of the format of auxiliary data does not teach or disclose "two or more sponsorship opportunities" as recited in the claims; the "sponsorship opportunity" in Yoshida is always inclusion in the auxiliary data.

Since all of the Yoshida providers stand to receive the same benefit, Yoshida does not appear to communicate indications of "sponsorship opportunities" to potential sponsors as recited in the claims. For example, Yoshida Figures 4-6, [0319]-[0324], and [0327]-[0329] discuss the responsibilities of a provider of a good or service, but do not include indications of a "sponsorship opportunity available at [an] event," much less "two or more sponsorship opportunities," as recited in the claims. *See* claims 1, 16, and 29. Moreover, since all sponsors receive the same "sponsorship opportunity" (inclusion in auxiliary data) Yoshida would have no motivation to indicate, "the two or more sponsorship opportunities available at the event" with a request as recited in the claims. *See* claims 1, 16, and 29.

YOSHIDA FAILS TO ANTICIPATE THE CLAIMS

As illustrated above, Yoshida fails to disclose, "a sponsorship offer comprising two or more sponsorship opportunities," "wherein at least one...sponsorship opportunit[y] comprises branding a tangible item distributed to the event attendees," and/or "marking the request and associated sponsorship offer available to one or more potential providers" as recited in the claims. *See* claims 1, 16, and 29. Therefore, the Applicants respectfully traverse the rejection of claims 1, 3-13, and 16-30 under 35 U.S.C. § 102.

GENERAL CONSIDERATIONS

By the remarks provided herein, the Applicants have addressed all outstanding issues presented in the Office Action. The Applicants note that the remarks presented herein have been made merely to clarify the claimed invention from elements purported by the Office Action to be taught by the cited references. Such remarks should not be construed as acquiescence, on the Applicants' part, as to the purported teachings or prior art status of the cited references, nor as to the characterization of the cited references advanced in the Office Action. Accordingly, the Applicants reserve the right to challenge the purported teachings and prior art status of the cited references at an appropriate time.

CONCLUSION

For the reasons discussed above, the Applicants submit that the claims are in proper condition for allowance, and a Notice of Allowance is respectfully requested. If the Examiner notes any further matters that may be resolved by a telephone interview, the Examiner is encouraged to contact Kory Christensen by telephone at (801) 578-6993.

Respectfully submitted,

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